

19298-B

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

March 7, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Release and Termination of Security Interest, dated March 3, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a full release of the Security Agreement previously filed under Recordation Number 19298 and all amendments and supplements thereto.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: McDonnell Douglas Finance Corporation
4060 Lakewood Blvd.
Long Beach, CA 90808

A description of the railroad equipment covered by the enclosed document is identified on Schedule A attached to the Release.

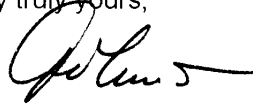
Counterpart - K. Bartman

Mr. Vernon A. Williams
March 7, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

19298-B

RELEASE AND TERMINATION
OF SECURITY INTEREST

WHEREAS, ACF Industries, Incorporated, a New Jersey corporation (the "Debtor") and McDonnell Douglas Finance Corporation (the "Secured Party"), entered into a certain Security Agreement-Trust Deed (Chattel Mortgage) dated as of March 16, 1995, as amended by Amendment No. 1 dated as of June 14, 1996 (collectively, the "Security Agreement") pursuant to which the Debtor collectively transferred, conveyed, hypothecated, mortgaged, delivered, pledged, assigned and granted to the Secured Party a lien on and a security interest in all of the Debtor's right, title and interest in certain railroad cars and related leases, to secure a certain loan made to the Debtor pursuant to the Term Loan Agreement dated as of March 16, 1995, between the Debtor and the Secured Party;

WHEREAS, the Security Agreement and all amendments pertaining thereto was recorded with the Interstate Commerce Commission, Recordation No. 19298, and with the Registrar General of Canada, Recordation Nos. 243 and 4377;

WHEREAS, the Debtor has requested the Secured Party to release its lien on and its security interest in all of the railcars and leases related thereto subject to the lien created by the Security Agreement and the Secured Party has agreed to such release;

NOW, THEREFORE, for good and valuable consideration the Secured Party hereby agrees and covenants as follows:

The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation:

(a) railroad tank cars and hopper cars listed on Schedule A attached hereto (the "Equipment", as defined in the Security Agreement) (which list includes the car number and AAR designation), together with all accessories, attachments, equipment, parts and appurtenances appertaining or attached to such Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment (including, without limitation, any Replacement Units, as defined in the Security Agreement), together with any and all rents, issues, income, mileage credits earned, profits and avails therefrom, any and all books and records relating thereto, and the products and proceeds of any of the foregoing (including, but not limited to, any amounts payable or to become payable under any policy of insurance);

(b) all right, title and interest of Dektor in and to each and every lease relating to the Equipment, (each such portion of such lease being an "Equipment Lease", as defined in the Security Agreement), all rights to receive monies due or to become due under or pursuant to any of the Equipment Leases, all rights under (including any rights to receive proceeds of) any insurance, indemnity, warranty or guaranty with respect to any of the Equipment Leases, all claims for damages arising out of or for breach or default under any of the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages or otherwise, all rights to enforce or collect payments of any amounts described hereinbefore and to terminate any Equipment Lease, and any and all proceeds and products of the foregoing;

(c) any contract or warranty rights or claims of any kind whatsoever that the Debtor may have against any Person from which the Debtor has acquired any of the Equipment or any parts or components therefor, or any related Equipment Leases, and any proceeds thereof;

(d) any Cash Collateral (as defined in the Security Agreement); and

(e) all products and proceeds of any of the foregoing.

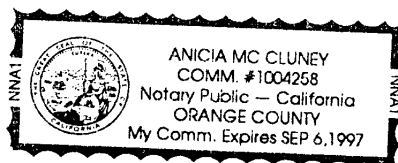
IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed this 3rd day of March, 1997.

MCDONNELL DOUGLAS FINANCE
CORPORATION

By: David McIsin
Name: DAVID MCISIN
Title: MANAGER, SPECIAL CREDIT

STATE OF California)
COUNTY OF Los Angeles) ss.:

On this 3rd day of March, 1997, before me,
personally appeared David Nelson, to me known, who being by
me duly sworn, says that ☒ he resides at Long Beach, CA
and is Manager of Special Credits;
that said instrument was signed on behalf of said corporation on
the date hereof by authority of its Board of Directors; and ☒ he
acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.



Anicia Mc Cluney
Notary Public

4-Mar-95

SCHEDULE A

RPTG	CAR	RPTG	CAR
MARK	NUMBER	MARK	NUMBER
ACFX	17015	ACFX	80215
ACFX	17018	ACFX	80217
ACFX	17019	ACFX	80219
ACFX	17020	ACFX	80288
ACFX	17025	ACFX	80296
ACFX	17027	ACFX	80297
ACFX	18739	ACFX	80298
ACFX	18741	ACFX	80300
ACFX	18742	ACFX	80302
ACFX	18743	ACFX	80357
ACFX	18851	ACFX	80365
ACFX	19227	ACFX	80366
ACFX	19229	ACFX	80367
ACFX	19230	ACFX	80368
ACFX	19232	ACFX	80370
ACFX	19233	ACFX	80372
ACFX	19234	ACFX	80387
ACFX	19235	ACFX	80405
ACFX	19236	ACFX	80411
ACFX	19237	ACFX	80413
ACFX	19239	ACFX	80414
ACFX	19241	ACFX	80415
ACFX	19243	ACFX	80418
ACFX	19245	ACFX	80419
ACFX	19249	ACFX	80420
ACFX	19254	ACFX	80425
ACFX	19257	ACFX	80435
ACFX	19259	ACFX	85707
ACFX	19260	ACFX	85708
ACFX	19262	ACFX	85730
ACFX	19273	ACFX	85731
ACFX	19274	ACFX	85732
ACFX	19279	ACFX	85740
ACFX	19377	ACFX	85741
ACFX	19384	ACFX	85744
ACFX	19409	ACFX	85745
ACFX	19417	ACFX	85746
ACFX	80107	ACFX	85747
ACFX	80109	ACFX	85748
ACFX	80113	ACFX	85750
ACFX	80114	ACFX	85751
ACFX	80115	ACFX	85753
ACFX	80116	ACFX	86203
ACFX	80117	ACFX	86204
ACFX	80119	ACFX	86205
ACFX	80123	ACFX	86206
ACFX	80193	ACFX	86207
ACFX	80199	ACFX	86208
ACFX	80200	ACFX	86209
ACFX	80202	ACFX	86210
ACFX	80205	ACFX	86211
ACFX	80214	ACFX	86212

104 Cars